



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

September 4, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**DEPARTMENT OF PUBLIC WORKS: DELEGATE AUTHORITY TO
THE DIRECTOR OF PUBLIC WORKS TO EXECUTE THE AMENDMENTS FOR
ASSIGNMENTS, DELEGATIONS, AND/OR CONTRACTOR'S NAME CHANGES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Director of Public Works or his designee to execute the amendments to contracts administered by the Department of Public Works, involving assignments resulting from acquisitions, mergers, or other changes in contractor ownership, as well as contractor's name changes, subject to review and approval by County Counsel, and notification to your Board offices and Chief Executive Officer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is an effort by the Director of Public Works (Director) to reduce your Board's agenda actions for assignments resulting from acquisitions, mergers, or other changes in ownership or contractor's name changes that do not impact the general contractual terms or payment provisions of contracts administered through the Department of Public Works (Public Works). The Director seeks delegated authority to execute the amendments that reflect the correct legal entity and responsible parties when a contractor's ownership changes through a merger or buy out or when a contractor desires to assign or delegate the contract or when a

contractor's name changes. The amendments will be substantially similar to the sample amendments in Attachments A, B, and C and shall be subject to review and approval by County Counsel, and notification will be sent to your Board offices and Chief Executive Officer.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Organizational Effectiveness (Goal 3). Having the Director or his designee to execute these limited types of amendments will result in a more efficient and timely procedural response to changes in contractor names and business status. Approval of this action will support Public Works in meeting this plan's goal for Organizational Effectiveness.

FISCAL IMPACT/FINANCING

There will be no fiscal impact as a result of this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, all contractor requests for assignments resulting from mergers, acquisitions, or other changes in ownership and contractor's name changes are presented as an agenda item for your Board's approval or are delegated to the Director or his designee by your Board at the time of contract award. With your approval, the Director or his designee will be delegated authority to execute such amendments.

The Director or his designee will review and approve assignments resulting from mergers, acquisitions, and/or other changes of form of contractor entity in accordance with Board Policy 9.041, Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions.

County Counsel has approved Attachments A, B, and C as to form.

ENVIRONMENTAL DOCUMENTATION

Approval of the recommended action does not constitute a project subject to the requirements of the California Environmental Quality Act in that it can be seen with certainty that the action will not result in a direct or reasonably foreseeable indirect physical change in the environment.

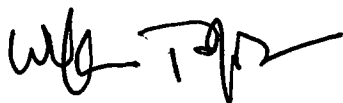
The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval will reduce your Board's agenda actions items and expedite the execution of contract amendments involving acquisitions, mergers, ownership changes, or name changes.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a horizontal line.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
GZ:dw

Attachments (3)

c: County Counsel
Department of Public Works (Architectural Engineering, Construction)

SAMPLE AMENDMENT FOR ASSIGNMENTS

AMENDMENT ____ TO CONTRACT NO. _____

TITLE OF SERVICE

THIS AMENDMENT, made and entered into this ____ day of _____, 200X, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and _____ a California corporation (or partnership, etc...) (hereinafter referred to as Assignor) and _____ a California corporation (or partnership, etc...) (hereinafter referred to as Assignee).

WITNESSETH

WHEREAS, Contract No. _____ was entered into between the COUNTY and the Assignor, on _____, to provide _____ service for a period of _____ year(s) with ____ -year renewal options (hereafter referred to as "Contract"); and

WHEREAS, Exhibit B, Section 2.B, Assignment and Delegation, of Contract prohibits the delegation of duties and/or assignment of rights under this Contract without the prior written consent of the COUNTY; and

WHEREAS, it is the desire of the ASSIGNOR to delegate its duties and assign its rights under this Contract to the Assignee; and

WHEREAS, the Board of Supervisors delegated to the Director of Public Works on _____, 2007, the authority to execute the amendments to contracts administered by the Department of Public Works approving assignments resulting from acquisitions, mergers, or other changes in contractor ownership as well as contractor's name changes.

NOW, THEREFORE, the COUNTY, the Assignor, and the Assignee hereby agree as follows:

FIRST: All rights and responsibilities under Contract No. _____ and any and all previous amendments thereto are hereby assigned and delegated by the Assignor to the Assignee. All references to "CONTRACTOR" in Contract No. _____ and any and all previous amendments thereto shall hereafter refer to Assignee and Assignee shall be and remain fully liable and responsible to the COUNTY under all the current terms, conditions, covenants, and agreements of this Contract and any and all previous amendments thereto, which express conditions, covenants, and agreements Assignee hereby accepts and agrees to.

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ATTACHMENT A

SECOND: Except as modified by this AMENDMENT, all terms, conditions, requirements, and specifications, including, without limitation Form PW-2, Schedule of Prices of Contract No. _____, and any and all previous amendments thereto, shall remain in full force and effect.

THIRD: The Assignor and Assignee have heretofore separately prorated between themselves to the extent necessary, any monthly payment due and paid under this Contract prior to _____.

[illegible]

ATTACHMENT A

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the ASSIGNOR and the ASSIGNEE have subscribed their names by and through their duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR (Assignor)]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

[NAME OF NEW CONTRACTOR
(Assignee)]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SAMPLE AMENDMENT FOR OFFICAL CHANGE IN CONTRACTOR'S NAME

AMENDMENT ____ TO CONTRACT NO. _____

TITLE OF SERVICE

THIS AMENDMENT, made and entered into this ____ day of _____, 200X, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and _____ a California corporation (or partnership, etc...) formerly known as _____ a California Corporation (or partnership, etc...).

WITNESSETH

WHEREAS, reference is made to Contract No. _____ entitled, (name of Contract), approved by the Board of Supervisors on _____, and any amendments thereto (all hereafter referred to as Contract); and

WHEREAS, the parties wish to amend this Contract to change CONTRACTOR'S name to (contractor's new name); and

WHEREAS, this Contract provides that changes may be made in the form of a written amendment, which is formally approved and executed by both parties; and

WHEREAS, the Board of Supervisor delegated to the Director of Public Works on _____, 2007, the authority to execute the amendments to contracts administered by the Department of Public Works approving contractor's name changes.

NOW, THEREFORE, the COUNTY and the CONTRACTOR agree as follows:

FIRST: The term "CONTRACTOR" in this Contract shall hereafter refer to _____ and _____ shall be and remain fully liable and responsible to the COUNTY under all the current terms, conditions, covenants, and agreements of the Contract.

SECOND: Except as modified in this AMENDMENT, all terms, conditions, requirements, and specifications of Contract, including without limitation Form PW-2 (Schedule of Prices) shall remain in full force and effect.

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ATTACHMENT B

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[PRIOR NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

[NEW NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SAMPLE AMENDMENT FOR MERGERS

AMENDMENT ____ TO CONTRACT NO. _____

TITLE OF SERVICE

THIS AMENDMENT, made and entered into this ____ day of _____, 200X, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and _____ a California corporation (or partnership, etc...) (hereinafter referred to as PREDECESSOR CONTRACTOR) and _____ a California corporation (or partnership, etc...) (hereinafter referred to as SUCCESSOR CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. _____ was entered into between the COUNTY and the PREDECESSOR CONTRACTOR, on _____, to provide _____ service for a period of ____ year(s) with ____-year renewal options (hereafter referred to as "Contract"); and

WHEREAS, Exhibit B, Section 2.B, Assignment and Delegation, of Contract prohibits the delegation of duties and/or the assignment of rights under this Contract without the prior written consent of the COUNTY; and

WHEREAS, the PREDECESSOR CONTRACTOR has merged with SUCCESSOR CONTRACTOR and the PREDECESSOR CONTRACTOR has ceased to exist as a separate entity; and

WHEREAS, the Board of Supervisor delegated to the Director of Public Works on _____, 2007, the authority to execute the amendments to contracts administered by the Department of Public Works approving assignments resulting from mergers.

NOW, THEREFORE, the COUNTY and SUCCESSOR CONTRACTOR hereto agree as follows:

FIRST: All rights and responsibilities under Contract No. _____ and any and all previous amendments thereto are hereby assumed by the SUCCESSOR CONTRACTOR. All references to "CONTRACTOR" in Contract No. _____ and any and all previous amendments thereto shall hereafter refer to the SUCCESSOR CONTRACTOR and SUCCESSOR CONTRACTOR shall be and remain fully liable and responsible to the COUNTY under all the current terms, conditions, covenants, and agreements of the Contract and any and all previous amendments thereto, which express conditions, covenants, and agreements SUCCESSOR CONTRACTOR hereby accepts and agrees to.

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ATTACHMENT C

SECOND: Except as modified by this AMENDMENT, all terms, conditions, requirements, and specifications of Contract No. ____, including, without limitation Form PW-2 (Schedule of Prices) and any and all previous amendments thereto, shall remain in full force and effect.

[illegible]

ATTACHMENT C

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the SUCCESSOR CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF SUCCESSOR
CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

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